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Doc#: 1317522042 Fee: \$44.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/24/2013 11:11 AM Pg: 1 of 4

PREPARED BY AND WHEN RECORDED RETURN TO:
KFC
c/o Taco Bell Corp.
1 Glen Bell Way, MD 511
Irvine, CA 92618
Attn: KFC Excess Property Store No. Y200124
Chicago, IL

AMENDMENT OF SPECIAL WARRANTY DEED RESTRICTION (Exclusion for 7-Eleven)

WHEREAS, on December 19, 2006, KFC Corporation, a Delaware corporation (hereinafter "Grantor"), executed a Special Warranty Deed (the "Deed") to Broadway 4150 LLC (hereinafter "Grantee") conveying its interest in certain real property located at 4150 N. Broadway in the City of Chicago, County of Cook, State of Illinois and further described on "Exhibit A" attached hereto (hereinafter the "Property"). The Deed was recorded January 17, 2007 in the Recorder's Office of Cook County as Document No. 0701744082; and

WHEREAS, the Deed contains the following language which provides for restrictions as follows (the "Restriction"):

"Grantor, its successors and assigns hereby agree that for a period of Twenty (20) years from recordation of the Deed, no portion of the Property shall be used for the sale of (i) Mexican food (ii) chicken or chicken products, including without limitation chicken wings; or (iii) pizza (iv) hamburgers or (v) seafood. This non-competition clause shall be placed as a restriction on the Deed, as defined herein, and shall inure to the benefit and obligation of the successors and assigns of Grantor and Grantee, respectively"; and

WHEREAS, said Restriction inured to the benefit and obligation of the Grantor and

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Grantee, and their successors and assigns; and

WHEREAS, CAL Partners LLC-Series VI Broadway, an Illinois limited liability company ("CAL Partners") is the contract purchaser of the Property and as a condition to acquiring the Property requires that the Restriction be modified to permit the operation of a 7-Eleven convenience store; and

WHEREAS, Grantor and CAL Partners have agreed to terms whereby the Restriction shall be amended for the operation of a 7-Eleven convenience store on the Property.

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby amends the Restriction set forth in the Deed to read as follows:

"Grantor, its successors and assigns hereby agree that for a period of Twenty (20) years from recordation of the Deed, no portion of the Property shall be used for the sale of (i) Mexican food (ii) chicken or chicken products, including without limitation chicken wings; or (iii) pizza (iv) hamburgers or (v) seafood. This non-competition clause shall be placed as a restriction on the Deed, as defined herein, and shall inure to the benefit and obligation of the successors and assigns of Grantor and Grantee, respectively. **Notwithstanding the foregoing, the Property shall be permitted to be used for the operation of a 7-Eleven convenience store and shall be allowed to sell and advertise from the Property its products which are typically sold at a 7-Eleven convenience store from time to time.**

The terms set forth in this Amendment of Special Warranty Deed Restriction are personal only to 7-Eleven, Inc., its franchisees or affiliates provided such franchisees or affiliates operate a 7-Eleven convenience store on the Property, and the fee owner of the Property, and shall not apply, or be deemed to apply, to any other person or entity. Except as expressly set forth herein, the restrictions set forth in the Deed remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned have set their hands and seals to this Amendment of Special Warranty Deed Restriction this 14th day of May, 2013.

KFC Corporation,
a Delaware corporation

By: Mary C. Shipman

Print Name: MARY C. SHIPMAN
Its: ATTORNEY-IN-FACT

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ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On May 14, 2013 before me, Diane Dellefield, Notary Public,
Name, Title of Officer - E.G., "Jane Doe, Notary Public"

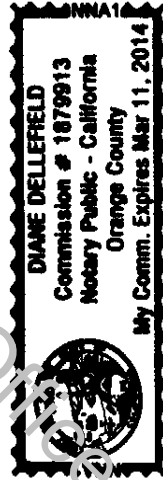
Personally appeared Mary C. Shipma
Name of signer

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal

Diane Dellefield
SIGNATURE OF NOTARY



CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL(S)
- CORPORATE OFFICER(S) TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- SUBSCRIBING WITNESS
- GUARDIAN/CONSERVATOR
- OTHER

SIGNER IS REPRESENTING:
 NAME OF PERSON(S) OR ENTITY(IES)
 KFC Corporation, a Delaware corporation KFC Y200124
 Amendment of Special Warranty Deed Restriction

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EXHIBIT "A"

Lots 1 and 2 in the Subdivision of Block 8 in Buena Park Subdivision in the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

14-17-412-012-6666
Property of Cook County Clerk's Office